

**SNL WORKFORCE FREEDOM
ALLIANCE, *et al.*,**

Plaintiffs,

V.

**NATIONAL TECHNOLOGY AND
ENGINEERING SOLUTIONS OF
SANDIA LLC d/b/a SANDIA NAT'L
LABORATORIES, *et al.*,
Defendants.**

Case No. 1:22-cv-00001-KWR-SCY

I, David (DJ) Johnson, hereby declare:

1. I am the Vice President / General Manager, Honeywell Federal Solutions for Honeywell International, Inc. (“Honeywell”). I make this declaration in support of Honeywell’s Motion to Dismiss Under Federal Rules of Civil Procedure 12(b)(2) and 12(b)(3). The facts set forth in this declaration I know to be true of my own personal knowledge and upon information and belief. If called to testify in this matter, I could and would competently testify to the matters set forth in this declaration.

2. I have held the position of Vice President / General Manager, Honeywell Federal Solutions for approximately three and a half years, and I have worked for Honeywell in various positions for more than fourteen years. In my current role, among other things, I am directly responsible for overseeing Honeywell's subsidiaries' U.S. Government Management & Operating (M&O) contracts and effectively serve as a liaison between Honeywell, its subsidiaries with M&O contracts, federal customers, and industry partners.

EXHIBIT A

3. Honeywell is a Delaware corporation with its principal place of business and headquarters in Charlotte, North Carolina. Honeywell operates nationally and invents and commercializes technologies that address some of the world's most critical challenges around energy, safety, security, air travel, productivity and global urbanization. Honeywell offers both physical and software products, including aerospace products and services, energy efficient products and solutions for businesses, specialty chemicals, electronic and advanced materials, process technology for refining and petrochemicals, and productivity, sensing, safety and security technologies for buildings and industries.

4. In 2016, Honeywell established National Technology and Engineering Solutions of Sandia, LLC ("NTESS") as a wholly-owned subsidiary. NTESS is currently headquartered in Albuquerque, New Mexico and organized under the laws of the state of Delaware. NTESS bid for a contract with the National Nuclear Security Administration to manage and operate Sandia National Laboratories, a Federally Funded Research and Development Center and the nation's premier science and engineering laboratory for national security and technology innovation.

5. Honeywell and NTESS are separate corporate entities. Since its inception, NTESS has operated independently from Honeywell. For example, Honeywell and NTESS's financials are completely separate and distinct. Honeywell and NTESS maintain their own separate bank accounts and do not comingle funds. Honeywell's filings with the Securities and Exchange Commission refer to NTESS as a subsidiary rather than as a department or division of Honeywell. Honeywell and NTESS have separate accounting systems and Honeywell does not pay any salaries or other expenses or losses of NTESS as NTESS is sufficiently capitalized on its own to pay its bills or other debts.

6. Honeywell and NTESS each maintain their own separate workforces and separate headquarters. Honeywell and NTESS maintain separate payroll records for their respective employees, pay taxes separately, and process payroll separately. Honeywell and NTESS do not share any employees, do not share any common officers or directors, and no Honeywell employee works at any NTESS location. Honeywell does not use any NTESS property as its own because NTESS does not own property, and Honeywell does not maintain any operations on SNL property. NTESS has its own management team that runs its day-to-day operations, including marketing, account management, administrative services, accounting, project management, human resources, and others. Honeywell is not a party to the contracts that NTESS enters into with its customers, does not negotiate the contracts, and does not dictate the terms of the contracts, and NTESS does not provide any services to Honeywell whatsoever.

7. While some Honeywell employees, including Rebecca Sidelinger, Chase Carpenter, David “DJ” Johnson, Evan van Hook, and Harriet Mountcastle-Walsh, serve on NTESS’s Board of Managers, other individuals who are not affiliated with Honeywell, including Ambassador Linton F. Brooks, General Kevin Chilton, Ambassador Joseph R. DeTrani, John R. Longenecker, John C. Mester, and the Honorable Franklin C. Miller, also serve on NTESS’s Board of Managers and make up its majority. The Honeywell affiliated members of NTESS’s Board of Managers wear separate “hats” when performing tasks for each corporation. For example, when in my Honeywell role, I serve as the primary interface with federal customers and industry partners to lead integration of Honeywell-affiliated sites. As a member of NTESS’s Board of Managers, I focus on providing governance leadership to NTESS. No NTESS employees or members of its Board of Managers serve on Honeywell’s Board of Directors.

8. Honeywell and NTESS maintain separate corporate records. NTESS has its own Articles of Organization as an LLC, and has its own bylaws, meeting minutes, tax returns, accounting records, bank statements, and human resource files. NTESS also maintains and implements its own company policies and handbooks, which are distributed by its own Human Resources department. NTESS has complete discretion in making personnel decisions, including decisions for hiring, firing, disciplining, setting the work hours, evaluating performance, and making decisions concerning safety and other employee policies or requirements.

9. With respect to NTESS's vaccine, masking, and testing requirements, which are the subject of this lawsuit, Honeywell did not direct NTESS to implement its COVID-19 vaccine policy nor otherwise attempt to influence NTESS's decision to implement the policy. Moreover, Honeywell did not direct or otherwise make any suggestions about how NTESS should implement its COVID-19 vaccination requirement, including, for example, whether to grant exemptions from the requirement or the criteria for granting exemptions, or the consequences for NTESS employees' failure to comply with the requirement.

10. Honeywell does not employ any of the named Plaintiffs in this case. The named Plaintiffs and any alleged members of Sandia Workforce Freedom Alliance ("SWFA") report or reported directly to NTESS or its affiliates, not to anyone at Honeywell. The named Plaintiffs and alleged members of SWFA were not paid by Honeywell, did not work at its offices, were not subject to Honeywell's employee handbook and policies, and did not perform work that was part of Honeywell's regular business operations. NTESS had complete discretion in making all personnel decisions such as hiring, setting work hours, disciplining, and terminating its employees—including Plaintiffs.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on January 18, 2022 | 3:58:49 PM EST.

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